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SECTION A - SUPPLEMENTAL INFORMATION

1. THE PURPOSE OF THIS AMENDMENT 0002 TO W56HZV-04-R-S087 IS TO MAKE THE FOLLOWING CHANGES:
- A. CHANGE SECTION C - CLAUSE NUMBER C.1 "CONTRACT SPECIFICATIONS"
1. C.7 "SAFETY" IS ADDED. REFERENCE NEW C.1 ATTACHED WITH THIS AMENDMENT.
- B. CHANGE SECTION I - CLAUSE NUMBER 16 "252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED...".
1. IN PARAGRAPH (b), "252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (10 U.S.C. 2631)" IS CHECKED TO INCLUDE THE REQUIREMENT.
2. IN PARAGRAPH (b), "252.225.7021 TRADES AGREEMENTS (JAN 2004) IS CHECKED.
3. IN PARAGRAPH (b), "252.225.7036 BUY AMERICAN ACT (JAN 2004) IS UNCHECKED.
- C. CHANGE SECTION K - CLAUSE NUMBER 10 "52.212-4851 ELECTRONIC OFFERS REQUIRED - COMMERCIAL ITEMS"
1. DELETE CLAUSE NUMBER 10 AND ADD NEW CLAUSE K-15 TITLED "ELECTRONIC OFFERS REQUIRED-COMMERCIAL ITEMS".
2. PLEASE NOTE REQUIREMENTS ON SIZE AND SUBMISSION BY EMAIL ONLY.
2. ADDITIONALLY, NOTE IN SECTION K - CLAUSE NUMBER 3 "52.212-1 INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS", PARAGRAPH (b)((9) ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS.
3. ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. THE DATE AND CLOSING TIME REMAINS UNCHANGED AT 12:00 AM EST, 17 MAY 2004.

*** END OF NARRATIVE A 003 ***

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SECTION C

C.1 CONTRACT SPECIFICATIONS

The Contract Specifications for Contract Line Items (CLINs) 0871AA and 0872AA are listed at Attachment 1. Delivered items must comply with the TIQ that has been incorporated into the contract as a binding requirement.

C.2 MANUALS

The Contractor must provide English and Arabic (dialect appropriate to Iraq) service/operator/repair manuals per vehicle which is inclusive of the proposed unit price. Vehicles are required to be shipped with the available off the shelf standard manual, in current language, but the Contractor will be paid only 80% of the total cost per vehicle upon acceptance if the two required language manuals are not included with the original shipment. The Contractor will not withhold shipment of vehicles until English and/or Arabic manuals are complete. When English and Arabic translated manual are provided, (one or both, whatever completes the requirement of both manual types), the additional 20% of the unit price, per vehicle, will be paid upon acceptance of the manuals.

The English and/or Arabic manuals are to be in accordance with Data Item Description (DID) DI-TMSS-80527A(T), Attachment 4.

The supplemental service/operator/repair manuals shall be delivered when the English and Arabic manuals are delivered.

C.3 LOGISTICS SUPPORT

In order to satisfy basic upkeep of the vehicles, including warranty support, spare and repair part support, routine maintenance, and other services, the Contractor shall maintain a known dealer within the non-terrorist countries of the Southwest Asian region.

C.4 WARRANTY

The Contractor shall warrant their vehicle in accordance with their standard commercial warranty, if any. The Contractor shall provide with the first vehicle delivery a copy of their standard commercial warranty in English and Arabic. Additionally, the Contractor shall provide a copy of all pass through any warranties in English and Arabic that are normally provided by their vendors or other sources of supply for components of the vehicles delivered under this contract. The Contractor shall be responsible for administering all pass through warranties. Pass through warranties will start at the time specified by the Contractors suppliers. All remedies which the Government may seek as the result of such pass through warranties will be brought against the Contractor and the Contractor shall administer such remedies in accordance with the supplier warranty terms and conditions. The cost of any warranty is included in the price of the vehicle. Provide the point of contact (name, address, phone number, email, etc.) with warranty.

C.5 EXPORT LICENSE

The Contractor shall obtain all export and other required licenses in order to perform this contract and meet the delivery schedule.

C.6 MATERIAL

Only new material will be accepted.

7. SAFETY

The vehicle shall comply with the laws, standards, and/or policies of the country of their manufacture for export to Iraq.

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SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 CHANGED	252.212-7001	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS	JAN/2004
(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.			
(x)	52.203-3	Gratuities (APR 1984) (10 U.S.C. 2207)	
(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law of Executive orders applicable to acquisitions of commercial items or components.			
x	252.205-7000	Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).	
x	252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).	
_____	252.219-7004	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program)(15 U.S.C. 637 note).	
_____	252.225-7001	Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).	
x	252.225-7012	Preference for Certain Domestic Commodities.	
x	252.225-7014	Preference for Domestic Specialty Metals (10 U.S.C. 2533a).	
x	252.225-7015	Restriction on Acquisition of Hand or Measuring Tools (10 U.S.C. 2533a).	
x	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings.	
		(_____ Alternate I)(10 U.S.C. 2534 and Sect. 8099 of Pub.L. 104-61 and similar sections in subsequent DoD app. acts).	
x	252.225-7021	Trade Agreements (JAN 2004)(19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).	
_____	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).	
_____	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).	
_____	252.225-7036	Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2004)(_____	
		Alternate I)(41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).	
_____	252.225-7038	Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(a)(3)).	
x 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns Section 8021 of Pub.L. 107-248).			
x	252.227-7015	Technical Data--Commercial Items (10 U.S.C. 2320).	
x	252.227-7037	Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).	
x	252.232-7003	Electronic Submission of Payment Requests (10 U.S.C. 2227).	
x	252.243-7002	Requests for Equitable Adjustment (10 U.S.C. 2410).	
x	252.247-7023	Transportation of Supplies by Sea (10U.S.C. 2631)	
		(_____ Alternate I)	
		(_____ Alternate II)	
		(_____ Alternate III)(10 U.S.C. 2631)	
_____	252.247-7024	Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).	

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause (FAR 52.212-5) of this contract, the Contractor shall include the terms of the following

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clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- x 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2533a).
- x 252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631)
- x 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1 DELETED	52.212-4851 (TACOM)	ELECTRONIC OFFERS REQUIRED -COMMERCIAL ITEMS	APR/2004
K-15	ELECTRONIC OFFERS REQUIRED - COMMERCIAL ITEMS		

NOTE: IN ADDITION TO THIS CLAUSE, PAY SPECIAL ATTENTION TO L.1 PROPOSAL INSTRUCTIONS, FORMAT AND CONTENT

(a) You must submit your offer via paperless electronic media (See Paragraph (b) below.). , Offers submitted in paper form are unacceptable. You must submit your electronic offer, and any supplemental information (such as spreadsheets, backup data, and technical information), using any of the following electronic formats:

(1) Files readable using these Office XP or Microsoft* 2002 Office Products (TACOM can currently read OFFICE 2002* and lower.): Word, Excel, Powerpoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files are unacceptable.

(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to a minimum of 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic offer and be accessible offline.

NOTE (Compression): NO FILES may be submitted in compressed form using Winzip*, or an other self-extracting files. These are temporarily not acceptable due to computer worm/virus problems.

NOTE (Hyperlinks): Documents [submitted using any of the above formats] must not contain active links (hyperlinks) to any other documents that are not contained in the proposal. This includes links to live Internet web sites or web pages. All linked information must be contained within your electronic offer and be accessible offline.

NOTE (Macros): The virus scanning software used by our email systems cannot always distinguish a macro from a virus. Therefore, sending a macro embedded in an email message or an email attachment may cause the email offer to be quarantined. In that event subparagraphs (f) and (g) apply.

(b) Acceptable media: E-MAIL ONLY. The only method to submit your offer is via e-mail, address your offer to offers@tacom.army.mil. DO NOT E-MAIL OFFERS TO THE BUYER. THE SUBJECT LINE OF THE E-MAIL MUST READ: "OFFER--[solicitation number], [name of Company/offeror], CLOSES [closing date]" etc. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. You may use multiple e-mail messages for each offer/submission, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".

(c) Lateness rules for submissions are outlined in FAR 52.212-1, "Instructions to Offerors--Commercial Items", listed in Section K of this solicitation. Pay particular attention to paragraph (f) of that clause as it relates to the timing of e-mail submissions.

(d) Security Note: If you choose to password-protect access to your offer, you must provide the password to TACOM at least ten days prior to submitting the protected file. Contact the buyer to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.

(e) Electronic e-mail offers must include, as a minimum:

(1) The SF1449 cover sheet filled out. SIGNATURE: per (b)(1) above, this SF 1449 cover sheet must be signed and included electronically. The E-mailed offer must also include a signed SF 1449 cover sheet that can be scanned. If scanned, attach it to your e-mail offer (or first e-mail message if you are sending multiple e-mails due to length).

(2) All applicable fill-in provisions from Sections A, B, and K of this solicitation. You may find Word versions of Section K provisions requiring your fill-in on our TACOM Business Opportunities webpage (<http://contracting.tacom.army.mil/mastersol/sectionk.htm>). You can fill them in and attach them to your offer. See the solicitation for which provisions are required. Also, Section E provisions filled in (if applicable): Inspection Point: DESTINATION TACOM clause 52.246-4028. All applicable fill-ins must be completed and submitted by the offeror.

(3) ATTACHMENT 1 - This file, which is inclusive of the specifications and questionnaires, must be kept in it's original file format in WORD when sent as part of your e-mail offer. Offerors are specifically instructed not to convert it to a PDF file for file size and legibility considerations.

(4) A statement of agreement to all the terms, conditions, and provisions of this solicitation.

(5) Any other information required by the solicitation.

(6) When sending your email package, you must acknowledge and sign the first page of the SF1449 for all amendments to this solicitation

(f) Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

(g) Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph (f) above.

*Registered trademark

[End of Provision]

*** END OF NARRATIVE K 002 ***